

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-32**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”), WATERVIEW INVESTMENT I, LLC, AND RAVENEL DEVELOPMENT, LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT GREENPAW), WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO REIMBURSE WATERVIEW INVESTMENT I, LLC, AND RAVENEL DEVELOPMENT, LLC FOR CERTAIN INFRASTRUCTURE COSTS INCURRED; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE BOUNDARIES OF A MULTICOUNTY INDUSTRIAL OR BUSINESS PARK OR THE CREATION OF A NEW MULTICOUNTY INDUSTRIAL OR BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(d) of the Constitution of South Carolina and Sections 4-1-170, 4-1-175, and 4-29-68(A)(2) of the Code of Laws of South Carolina of 1976, as amended (collectively, the “MCIP Act”), to enter into an agreement for the development of a joint county industrial or business park with another South Carolina county or counties contiguous to the County, and is authorized to thereafter develop the industrial or business park described in such an agreement;

WHEREAS, the County, acting through the County Council, is authorized by the MCIP Act to establish a Park and expand or reduce its boundaries; upon expansion of a Park’s boundaries to include new property, and, to the extent provided by the MCIP Act, such property becomes exempt from *ad valorem* property tax liability and instead becomes subject to a fee in lieu of tax payment (“FILOT Payment”) liability in an amount equivalent to the *ad valorem* property taxes that would have been due and payable except to the extent of the exemption provided by the MCIP Act;

WHEREAS, the County, acting through the County Council, is authorized by Section 4-1-175 of the MCIP Act to permit investors in such property to claim a special source revenue credit against the FILOT Payment revenues the Company would otherwise pay to the County for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property as defined in Section 4-29-68(A)(2) of the MCIP Act (“Public Infrastructure Reimbursements”);

WHEREAS, based upon representations made by the Company (defined below) to the County, the County intends to provide certain benefits in the nature of Public Infrastructure Reimbursements to Waterview Investment I, LLC, a Texas limited liability company, and Ravenel Development LLC, a Delaware limited liability company (collectively, the “Company”) (previously identified by the County as Project Greenpaw) to induce the Company to establish a commercial and business facility, which shall consist generally of multifamily residential apartments and town homes, located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and

installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$140,000,000 in otherwise taxable property, as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement for the Development of a Joint County Industrial Park (Project Greenpaw) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit B (the “MCIP Agreement”), pursuant to which certain real property consisting of approximately 50.07 acres, as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by maintaining service, employment, recreation, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the maintenance of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, after due consideration, based upon the information provided by the Company, the County has determined that entering into a Public Infrastructure Reimbursement Agreement with the Company will further the purposes and objectives of the MCIP Act.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Findings. Based solely on information provided by the Company, the County Council makes the following findings:

(a) By maintaining improved or expanded commercial capabilities for the Company and improvements to the sewer system other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the MCIP Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes;

(b) Inasmuch as the Project, upon completion, will maintain employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by maintaining employment, increased tax base, and other public benefits;

(c) The Project will constitute a “project” as that term is described in the MCIP Act, and the County’s actions herein will subserve the purposes, and conform to the provisions and requirements, of the MCIP Act, provided, however, the County makes no finding regarding any tax implications relating to or arising out of the MCIP Act and/or the Project;

(d) The Project will not give rise to a pecuniary liability of the County or any charge against its general credit or taxing power; and

(e) The benefits of the Project will be greater than the costs.

Section 2. Multi-County Park. The County intends to use its commercially reasonable efforts to designate the Project and the Project Site as part of the Park or a separate multi-county industrial or

business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of the Park or an alternate multi-county industrial or business park pursuant to the provisions of the Act. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization of an Approval of Form of PIRA, and MCIP Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate the Project in the State, the PIRA, and the MCIP Agreement are each authorized and approved. The form of the PIRA, and the MCIP Agreement presented at this meeting, respectively, as attached as Exhibit B, and Exhibit C, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the PIRA, and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the PIRA, and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed PIRA to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The PIRA, and the MCIP Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the PIRA, and the MCIP Agreement now before this meeting.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing and to execute, deliver, and receive each other document, which is reasonably necessary and prudent to effect the execution and delivery of the PIRA, and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance, the PIRA, and the MCIP Agreement.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 6. *Severability.* The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: March 7, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: December 6, 2022
Second Reading: January 17, 2023
Public Hearing: March 7, 2023
Third Reading: March 7, 2023

EXHIBIT A
DESCRIPTION OF PROJECT SITE

Parcel A:

Being a 40.87 acre portion of the following:

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State South Carolina, located on the Southern side of U. S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 Acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of the First National Bank of Boston" by Fanner & Simpson Engineers, dated June 3, 1986 and recorded in the Office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51, at Page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the Southwestern edge of the right of way for U.S. highway 76 and 123 and at the Northwestern most corner of said tract of land (said corner being a common corner with the Northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the Southwestern edge of the right of way for U.S. Highway 76 and 123 S 63°-19' E 1,890.8 feet to an iron pin corner; thence S 22°-57' W 456.9 feet to an iron pin corner; thence S 02°-07' E 261.1 feet to a nail and bottle top; thence S 38°-42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32° -40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25°-27' W 240.3 feet to an iron pin corner; thence N 86° -32' W 249.9 feet to an iron pin corner; thence S 86° -19' W 593.3 feet to an iron pin corner; thence S 09° -16' W 241.6 feet to an iron pin corner; thence N 78° -56' W 673.4 feet to an iron pin corner; thence N 05° -25' W 398.7 feet to an iron pin corner; thence N 09° -32' E 798.4 feet to an iron pin corner; thence N 23° -02' W 365.0 feet to an iron pin corner; thence N 75°-09' E 132.3 feet to an iron pin corner; thence N 24° -28. E 796.4 feet to the Point of Beginning. Said tract of land is bounded on the North by the right of way for U. S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U. S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation. Less and Except all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1320, Page 345.

Less and Except all that certain piece, parcel or net of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by Deed dated March 4, 1996, and recorded on April 10, 1996, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, Page 305.

Being the same property conveyed to TDC Clemson Land Company, LLC, a South Carolina limited liability company by virtue of General Warranty Deed from Kennametal Inc., a Pennsylvania corporation, successor by merger to Greenfield Industries, Inc., dated June 30, 2009 and recorded on July 2, 2009, in Book 1726, Page 102, in the Office of Register of Deeds for Oconee County, South Carolina.

This being a portion of TMS # 241-00-02-006

Parcel B:

All that certain piece, parcel or tract of land lying and being situated in the State of South Carolina, County of Oconee near the city of Seneca. Being the same property conveyed to Angela Alexander Shadwick & Kathy Jean Alexander by Deed Book 556, Page 8 and Deed Book 12-Y, Page 21.

Beginning at a point 884.9'± from the intersection of Highway 123/ Highway 76 (Clemson Boulevard) and Davis Creek Road; Said point being a common corner between lot 49 and lot 50 and being located

along the right-of-way of Highway 123/ Highway 76 (Clemson Boulevard).
thence S 62°29'29" E a distance of 157.70 feet to a point;
thence S 62°29'29" E a distance of 664.40 feet to a point;
thence S 62°29'29" E a distance of 397.39 feet to a point;
thence S 26°56'00" W a distance of 297.24 feet to a point;
thence N 63°43'35" W a distance of 543.35 feet to a point;
thence N 63°40'35" W a distance of 419.41 feet to a point;
thence S 36°52'54" W a distance of 100.39 feet to a point;
thence S 36°52'54" W a distance of 16.49 feet to a point;
thence N 82°13'21" W a distance of 33.90 feet to a point;
thence N 03°18'42" E a distance of 22.28 feet to a point;
thence N 70°08'44" W a distance of 59.71 feet to a point;
thence N 10°09'52" E a distance of 21.02 feet to a point;
thence N 30°47'12" W a distance of 42.59 feet to a point;
thence N 49°29'33" W a distance of 103.38 feet to a point;
thence N 27°54'32" E a distance of 16.31 feet to a point;
thence N 27°54'32" E a distance of 350.00 feet to the point of beginning.
Said tract having an area of 400,759 Square Feet or 9.20 Acres.

TMS # 226-00-04-020

EXHIBIT B
FORM OF
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

EXHIBIT C
FORM OF MCIP AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on March 7, 2023.
2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.
3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this _____ day of _____, 2023.

[SEAL]

By: _____
Jennifer C. Adams, Clerk to County Council
Oconee County, South Carolina

EXHIBIT A

to

**ORDINANCE
2022-32**

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA,

WATERVIEW INVESTMENT I, LLC,

and

RAVENEL DEVELOPMENT, LLC

Dated as of March 7, 2023

TABLE OF CONTENTS

Page

RECITALS	1
ARTICLE I DEFINITIONS.....	3
ARTICLE II REPRESENTATIONS AND WARRANTIES.....	9
SECTION 2.1 REPRESENTATIONS OF THE COUNTY.....	10
SECTION 2.2 REPRESENTATIONS OF THE COMPANY	10
SECTION 2.3 ENVIRONMENTAL INDEMNIFICATION	12
ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT	13
SECTION 3.1 THE PROJECT	13
SECTION 3.2 DILIGENT COMPLETION.....	13
SECTION 3.3 INVESTMENT BY AFFILIATES.....	13
ARTICLE IV PAYMENTS IN LIEU OF TAXES	14
SECTION 4.1 FEE IN LIEU OF TAX PAYMENTS.....	14
SECTION 4.2 PUBLIC INFRASTRUCTURE REIMBURSEMENTS	14
SECTION 4.3 [INTENTIONALLY OMITTED].....	19
SECTION 4.4 [INTENTIONALLY OMITTED].....	19
SECTION 4.5 [INTENTIONALLY OMITTED].....	19
SECTION 4.6 PLACE AND ALLOCATION OF FEE IN LIEU OF TAX PAYMENTS	19
SECTION 4.7 [INTENTIONALLY OMITTED].....	19
SECTION 4.8 DAMAGE OR DESTRUCTION OF PROJECT	19
SECTION 4.9 CONDEMNATION.....	20
SECTION 4.10 MAINTENANCE OF EXISTENCE.....	21
SECTION 4.11 INDEMNIFICATION COVENANTS.....	21
SECTION 4.12 [INTENTIONALLY OMITTED]	22
SECTION 4.13 ASSIGNMENT AND LEASING.....	22
SECTION 4.14 EVENTS OF DEFAULT.....	23
SECTION 4.15 REMEDIES ON DEFAULT	23
SECTION 4.16 REMEDIES NOT EXCLUSIVE	23
SECTION 4.17 REIMBURSEMENT OF LEGAL FEES AND EXPENSES	24
SECTION 4.18 NO WAIVER	24
SECTION 4.19 COLLECTION OF FEE PAYMENTS AND RELATED PAYMENTS	24
ARTICLE V MISCELLANEOUS	25
SECTION 5.1 NOTICES.....	25
SECTION 5.2 BINDING EFFECT.....	25
SECTION 5.3 COUNTERPARTS; ELECTRONIC SIGNATURES	26
SECTION 5.4 GOVERNING LAW	26
SECTION 5.5 HEADINGS.....	26
SECTION 5.6 AMENDMENTS	26
SECTION 5.7 FURTHER ASSURANCE.....	26
SECTION 5.8 SEVERABILITY	26
SECTION 5.9 LIMITED OBLIGATION	27

Oconee County, South Carolina

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “Reimbursement Agreement”) is made and entered into as of March 7, 2023, by and between OCONEE COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Oconee County Council (the “County Council”) as the governing body of the County, WATERVIEW INVESTMENT I, LLC, a Texas limited liability company (“Waterview”), and RAVENEL DEVELOPMENT, LLC, a Delaware limited liability company (“Ravenel” and, collectively with Waterview and any subsidiaries or affiliates of either Ravenel or Wateriew which may become parties to this Reimbursement Agreement, the “Company”).

WITNESSETH:

Recitals.

The County is authorized by Article VIII, Section 13(d) of the South Carolina Constitution, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Act”) to enter into agreements with neighboring counties regarding the development of multi-county industrial or business parks (a “Park”) and to establish, increase, or decrease the boundaries of an existing Park. Such parcels of real property, upon being included within the boundaries of a Park, are exempt from *ad valorem* property tax liability pursuant to Article VIII, Section 13(d) of the South Carolina Constitution, and the real property is instead subject to a fee in lieu of tax payment (“Fee Payment”) liability in an amount equivalent to the property taxes that would have been due and payable except for the exemption provided by the Act.

Pursuant to Ordinance No. 2022-32, enacted by County Council on March 7, 2023 (the

“Ordinance”), the County Council authorized the placement of certain property owned by or leased to the Company into the Park created by that certain Agreement for the Development of a Joint County Industrial and Business Park with Pickens County dated as of March 7, 2023 (“Park Agreement”), the term of which extends until December 31, 2053. Pursuant to a separate ordinance to be enacted during 2023, Pickens County Council approved the creation of the Park and the entering into of the Park Agreement.

Pursuant to the Act, the County is authorized by Section 4-1-175 to make payments derived solely from the FILOT Payment revenues it receives and retains from a Park for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property for the purposes outlined in Section 4-29-68(A)(2) of the Act (“Public Infrastructure Reimbursements”).

The County has agreed to provide certain benefits in the nature of Public Infrastructure Reimbursements to the Company to induce it to establish a commercial and business facility located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Original Project”). The Project must involve an investment in the County of at least One Hundred Forty Million Dollars (\$140,000,000), in otherwise taxable property, as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act (“Minimum Investment”), and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, and based upon information provided by the Company, the County

finds that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to the Ordinance, the County Council authorized the Project and authorized the County to enter into this Reimbursement Agreement including the provision of Public Infrastructure Reimbursements pursuant to the Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Reimbursement Agreement have the meaning herein specified, unless the context clearly requires otherwise. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

“Act” shall mean Article VIII, Section 13(d) of the South Carolina Constitution and Title 4,

Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its Manager. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Reimbursement Agreement.

Chair:

“Chair” shall mean the Chair of the County Council of Oconee County, South Carolina.

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

Company:

“Company” shall include Waterview Investment I, LLC, a Texas limited liability company, Ravenel Development, LLC, a Delaware limited liability company, and any subsidiaries, affiliates, or permitted successors and assigns thereof.

County:

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council.

County Council:

“County Council” shall mean the Oconee County Council, the governing body of the County.

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments, and expenses (including attorneys’, consultants’ or experts’ fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent

such machinery, equipment, and fixtures become a part of the Project under this Reimbursement Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Reimbursement Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Reimbursement Agreement.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2023 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the total of all the Park Revenues, including Fee Payments made by the Company with respect to the Project, retained by the County under the Park Agreement. In addition to any other deduction, credit, or rebate, the Net Fee Payments are specifically meant to be that sum of Park Revenues retained by the County after making the

partner county payment pursuant to the Park Agreement, payments to other taxing jurisdictions, and any amounts required to be reserved for the purchaser of the special source revenue bonds issued with respect to the High Pointe, LLC and Pointe West, Inc. projects, which would currently be fifteen percent (15%) of Park Revenues minus the amount of the partner county payment.

Oconee-Pickens Park:

“Oconee-Pickens Park” means that certain Joint County Industrial or Business Park previously established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for the Development of a Joint County Industrial and Business Park between the County and Pickens County, South Carolina, effective as of March 7, 2023 or any other successor agreement thereto, in substantially the form attached hereto as **EXHIBIT A**.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Oconee-Pickens Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design, and engineering thereof, in phases, which are used by the Company or its tenants, and their respective successors and assigns for the commercial facility in the County.

Public Infrastructure Reimbursements:

“Public Infrastructure Reimbursements” shall mean the reimbursements to be paid by the County, either to the County or to the Company, from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County or the Company in connection with the Project, pursuant to Section 4.2 hereof.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members, and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Reimbursement Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Reimbursement Agreement.

Reimbursement Agreement or Agreement:

“Reimbursement Agreement” or “Agreement” shall mean this Public Infrastructure Reimbursement Agreement.

Term:

“Term” shall mean the period from the date of delivery of this Reimbursement Agreement until the Termination Date unless sooner terminated or extended pursuant to the terms of this Reimbursement Agreement.

Termination Date:

“Termination Date” shall mean December 31 of the year in which the Company’s aggregate amount of Public Infrastructure Reimbursements it has received pursuant to this Reimbursement Agreement reaches Three Million (\$3,000,000).

State:

“State” shall mean the State of South Carolina.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Any reference to any agreement or document in this Article I or otherwise in this Reimbursement Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and, by the provisions of the Act, is authorized and empowered to enter into the transactions contemplated by this Reimbursement Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Reimbursement Agreement and any and all other agreements described herein or therein.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with

applicable laws, each item of real and tangible personal property comprising the Project shall be considered to be placed in service with a situs located in the Oconee-Pickens Park under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which exceeds the minimum building standards in the County's Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, was and remains an essential consideration for the County's willingness to enter into this Agreement and to offer economic development incentives for the Project.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) Both Waterview and Ravenel are duly incorporated and in good standing under the laws of their respective states of formation, respectively Texas and Delaware, and are qualified to do business in the State, have power to enter into this Reimbursement Agreement, and by proper corporate action have duly authorized the execution and delivery of this Reimbursement Agreement.

(b) The Company's execution and delivery of this Reimbursement Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as multifamily residential apartments

and town homes and as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the multifamily residential uses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments and the Public Infrastructure Reimbursements authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company has cooperated with the County in designing and constructing the Project in a manner which exceeds the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which serves to make the Project an attractive and appealing gateway to the County. The County has approved the Company’s final plans and specifications for the development and construction of the Project which incorporated such enhancements as a prerequisite to the Company’s ability to receive the benefits of the Fee Payments and the Public Infrastructure Reimbursements for the Project, and the construction and completion of the Project has been accomplished in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through, or by transfer from, the Company or its predecessors in title,

of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Reimbursement Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes, or other environmentally regulated substances contained in any real property subject to the terms of this Reimbursement Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Reimbursement Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Reimbursement Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Reimbursement Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed, or installed or made plans for the acquisition, purchase, construction, or installation of certain land, improvements to buildings and other structures thereon or therein, machinery, equipment, furnishings, and fixtures which comprise the Project, consistent with the terms of this Reimbursement Agreement, with specific reference being made to the Company's representations in Section 2.2(e) herein, all of which is a material inducement to the County entering into this Reimbursement Agreement.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company and successors and assigns of the Company making capital improvements to the Project, which shall qualify for the benefits provided to the Company hereunder. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agreed to be bound by the provisions of this Reimbursement Agreement. Any approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Fee In Lieu Of Tax Payments.

(a) Pursuant to Section 4-1-175 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the “Fee Payments”) to the County with respect to the Project. The Company shall make Fee Payments on all real and personal property which comprise the Project and are placed in service for so long as such property remains within the boundaries of the Oconee-Pickens Park, as follows: the Company shall make annual Fee Payments to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed for ad valorem taxes. The amount of such annual Fee Payments shall be an amount equivalent to the ad valorem property taxes that would have been due and payable except for the exemption provided by the Act.

Section 4.2 Public Infrastructure Reimbursements.

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the infrastructure in connection with the Project, based upon the expectation that the Company will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, of at least the Minimum Investment within the Investment Period, the County will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement and agrees to use good faith efforts to maintain such inclusion in order to enable the Public Infrastructure Reimbursement to be paid to the Company as described herein. The Public Infrastructure Reimbursement will be payable exclusively from Net Fee Payments the County receives and retains under the Park Agreement. The Public Infrastructure Reimbursement shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

(b)(i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, of at least the Minimum Investment within the Investment Period, based upon the Company's payment for certain infrastructure consisting of approximately Four Million Two Hundred Thousand dollars (\$4,200,000) toward the sewer infrastructure upgrades described in Section 4.2(a) above serving the Project, the County agrees to grant and pay to the Company a Public Infrastructure Reimbursement pursuant to the Act equal to

twenty-five percent (25%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of Three Million dollars (\$3,000,000). The County has included the Company's Real Property and other portions of such Real Property sold or leased by the Company as of the date hereof, all of which are part of the Project, in the Park pursuant to the Park Agreement in order to enable the County to grant the Public Infrastructure Reimbursement to the Company as described herein. The Public Infrastructure Reimbursement will be payable exclusively from those Net Fee Payments, which the County receives and retains each year under the Park Agreement. The Public Infrastructure Reimbursements shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (b)(ii) In order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(e) hereof with respect to the construction of any specific building within the Project or a particular phase of the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to or upon completion of such building or phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or phase causes the Project to not comply with such standards at such time, the Company and the County agree that all annual Public Infrastructure Reimbursements payable by the County on or after the completion of such building or phase shall be reduced by a percentage

equal to (A) the cost of such building or phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or the Minimum Investment, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Public Infrastructure Reimbursements to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

(b)(iii) Notwithstanding any provision herein to the contrary, the standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real Property that face or are clearly visible from a public street (collectively, the “Public Facades”) will require that such facades, including the colors thereof, be subject to the County’s review and written approval prior to commencement of construction, and the Public Facades must also include certain building materials described below, which materials must comprise not less than twenty percent (20%) of building faces of the Public Facades in the aggregate at any time, excluding those areas which are glazed. Materials for the Public Facades would include, but not be limited to, one or more of the following, selected at the Company’s discretion, but subject to the County’s written approval prior to the commencement of construction; provided that any other materials selected for use shall be sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, at the time: stone,

including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required, but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Public Infrastructure Reimbursements.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Public Infrastructure Reimbursements and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE PUBLIC INFRASTRUCTURE REIMBURSEMENTS AS SHALL BECOME DUE HEREIN ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND

SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR PUBLIC INFRASTRUCTURE REIMBURSEMENTS.

(e) As a condition to the Public Infrastructure Reimbursement benefit provided herein, the Company agrees to annually provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project and the cumulative investment in qualifying infrastructure at the project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than December 31 of the tax year.

(f) The County shall annually prepare all applicable property tax bills for the Project net of the Public Infrastructure Reimbursement described herein, provided the Company has timely complied with the annual filing requirement as specified in Section 4.2(e) of this Agreement.

Section 4.3 [INTENTIONALLY OMITTED]

Section 4.4 [INTENTIONALLY OMITTED]

Section 4.5 [INTENTIONALLY OMITTED]

Section 4.6 Place and Allocation of Fee in Lieu of Tax Payments. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts, and other political units entitled under applicable law and the Park Agreement to receive portions of such payments.

Section 4.7 [INTENTIONALLY OMITTED]

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged substantially in whole by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of

a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Reimbursement Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Reimbursement Agreement; or (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees, and agents (collectively, as previously

identified, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the County’s entry into, and performance under, this Agreement. The Company shall indemnify and save the County and the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval, and administration of this Agreement, including, without limitation, attorneys’ fees. This Section 4.11 shall survive the termination of this Agreement.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Reimbursement Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with the Act, or any successor provision. The County’s consent to the assignment of this Reimbursement Agreement is required, which consent shall not be unreasonably withheld. To the extent permitted by law, no consent of the County to such assignment or leasing shall be required for financing related transfers, including leasing and sale/leaseback transfers, and for short term uses by third parties for hotel lodging purposes.

Section 4.14 Events of Default. The following shall be “Events of Default” under this Reimbursement Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Reimbursement Agreement, any one or more of the following occurrences:

- (a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts

payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the Minimum Investment within the Investment Period, or to maintain such Minimum Investment, without regard to depreciation, after the Investment Period has expired;

(c) Failure by the Company to act in accordance with the representations and warranties contained in this Reimbursement Agreement;

(d) Failure by the Company to perform any of the other material terms, conditions, obligations, or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Reimbursement Agreement, including all terms and provisions thereof, at which time the Company, its successors, assigns, and affiliates, jointly and severally shall repay all Public Infrastructure Reimbursements made by the County to the Company;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Reimbursement Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Reimbursement Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other

lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If the Company defaults under any of the provisions of this Reimbursement Agreement and the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. The Company agrees to reimburse the County for the legal fees and expenses of its outside legal counsel engaged to represent the County in the negotiation of this Reimbursement Agreement and the transactions contemplated thereby, which fees and expenses shall not exceed Five Thousand Dollars (\$5,000).

Section 4.18 No Waiver. No failure or delay on the part of either party to this Agreement in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments to the County required hereunder shall

constitute a lien for tax purposes as provided in the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapters 49, and 51, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Reimbursement Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Administrator

WITH A COPY TO:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Attorney

King Kozlarek Law
P. O. Box 565
Greenville, SC 29602-0565
Attention: Michael E. Kozlarek, Esq.

AS TO THE COMPANY:

Brent Little
2620 Cole Avenue, Suite 620
Dallas, Texas 75204

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
110 East Court Street, Suite 200
Greenville, SC 29601
Attention: Richard L. Few, Jr., Esq.

Section 5.2 Binding Effect. This Reimbursement Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Reimbursement Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts; Electronic Signatures. This Reimbursement Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. This Reimbursement Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Reimbursement Agreement to be original signatures and may conclusively be relied upon by any party to this Reimbursement Agreement.

Section 5.4 Governing Law. This Reimbursement Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Reimbursement Agreement are inserted for convenience only and shall not be deemed to constitute a part of this

Reimbursement Agreement.

Section 5.6 Amendments. The provisions of this Reimbursement Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. The County and the Company agree to execute and deliver to one another such additional instruments as the County or the Company may reasonably request to effectuate the purposes of this Reimbursement Agreement. To the extent any cost or expense (other than *de minimis*) is involved for Company requests, the Company shall bear such expense.

Section 5.8 Severability. If any provision of this Reimbursement Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid, or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the County and the Company with the maximum benefits to be derived herefrom, but never at any greater direct cost to the County than the benefits described herein.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS REIMBURSEMENT AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS REIMBURSEMENT AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.**

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Reimbursement Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk to County Council; and the Company has caused this Reimbursement Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliot, Chair of Oconee County Council
Oconee County, South Carolina

Attest:

Jennifer C. Adams, Clerk to Oconee County Council
Oconee County, South Carolina

WATERVIEW INVESTMENT I, LLC

By: _____

RAVENEL DEVELOPMENT, LLC

By: _____

Exhibit A
to

**Public Infrastructure
Reimbursement Agreement**

Agreement for the Development
of a Joint County Industrial and Business Park
between Pickens County and Oconee County
effective as of March 7, 2023

Exhibit B
to

**Public Infrastructure
Reimbursement Agreement**

INVESTMENT AND INFRASTRUCTURE CERTIFICATION

INVESTMENT AND INFRASTRUCTURE CERTIFICATION

I _____, the _____ of Waterview Investment I, LLC, a Texas limited liability company, do hereby certify in connection with Section 4.2 of the Public Infrastructure Reimbursement Agreement (the "Agreement"), dated as of March 7, 2023 between Oconee County, South Carolina, Waterview Investment I, LLC, a Texas limited liability company, and Ravenel Development, LLC, a Delaware limited liability company (collectively, the "Company"), as follows:

(1) The total investment made by the Company and any affiliates in the Project during the calendar year ending December 31, 20__ was \$ _____.

(2) The cumulative total investment made by the Company and any affiliates in the Project from the period beginning _____, 2023 (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$ _____.

(3) As of the date hereof, the aggregate amount of Public Infrastructure Reimbursements previously received by the Company and any affiliates is \$ _____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT GREENPAW)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made effective as of March 7, 2023 (“Effective Date”) by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2022-32, enacted by Oconee County Council on March 7, 2023, and Ordinance No. [NUMBER], enacted by Pickens County Council on [DATE], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is, to the extent provided by law, exempt from ad valorem taxation to the extent of the exemption provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Greenpaw” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park

may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. If and to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is, to the extent provided by law, exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park and the related, if any, exemption.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of *ad valorem* taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Oconee County portion of the Park shall be distributed solely to Pickens County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is or becomes within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 30 years from the Effective Date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, Waterview Investment I, LLC, a Texas limited liability company, and Ravenel Development LLC, a Delaware limited liability company (collectively, the "Company") (previously identified by the County as Project Greenpaw), to provide, or to facilitate the provision of, public infrastructure reimbursements, including, but not limited to, those set forth in that certain Public Infrastructure Reimbursement Agreement, by and between Oconee County, South Carolina and the Company, dated as of March 7, 2023, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the Effective Date of this Agreement, are anticipated to expire on or before December 31, 2053), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii)

include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Oconee County, South Carolina

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Pickens County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Pickens County, South Carolina

EXHIBIT A
OCONEE COUNTY PROPERTY

Parcel A:

Being a 40.87 acre portion of the following:

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State South Carolina, located on the Southern side of U. S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 Acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of the First National Bank of Boston" by Fanner & Simpson Engineers, dated June 3, 1986 and recorded in the Office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51, at Page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the Southwestern edge of the right of way for U.S. highway 76 and 123 and at the Northwestern most corner of said tract of land (said corner being a common corner with the Northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the Southwestern edge of the right of way for U.S. Highway 76 and 123 S 63°-19' E 1,890.8 feet to an iron pin corner; thence S 22°-57' W 456.9 feet to an iron pin corner; thence S 02°-07' E 261.1 feet to a nail and bottle top; thence S 38°-42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32° -40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25°-27' W 240.3 feet to an iron pin corner; thence N 86° -32' W 249.9 feet to an iron pin corner; thence S 86° -19' W 593.3 feet to an iron pin corner; thence S 09° -16' W 241.6 feet to an iron pin corner; thence N 78° -56' W 673.4 feet to an iron pin corner; thence N 05° -25' W 398.7 feet to an iron pin corner; thence N 09° -32' E 798.4 feet to an iron pin corner; thence N 23° -02' W 365.0 feet to an iron pin corner; thence N 75°-09' E 132.3 feet to an iron pin corner; thence N 24° -28. E 796.4 feet to the Point of Beginning. Said tract of land is bounded on the North by the right of way for U. S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U. S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation. Less and Except all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1320, Page 345.

Less and Except all that certain piece, parcel or net of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by Deed dated March 4, 1996, and recorded on April 10, 1996, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, Page 305.

Being the same property conveyed to TDC Clemson Land Company, LLC, a South Carolina limited liability company by virtue of General Warranty Deed from Kennametal Inc., a Pennsylvania corporation, successor by merger to Greenfield Industries, Inc., dated June 30, 2009 and recorded on July 2, 2009, in Book 1726, Page 102, in the Office of Register of Deeds for Oconee County, South Carolina.

This being a portion of TMS # 241-00-02-006

Parcel B:

All that certain piece, parcel or tract of land lying and being situated in the State of South Carolina, County of Oconee near the city of Seneca. Being the same property conveyed to Angela Alexander Shadwick & Kathy Jean Alexander by Deed Book 556, Page 8 and Deed Book 12-Y, Page 21.

Beginning at a point $884.9' \pm$ from the intersection of Highway 123/ Highway 76 (Clemson Boulevard) and Davis Creek Road; Said point being a common corner between lot 49 and lot 50 and being located along the right-of-way of Highway 123/ Highway 76 (Clemson Boulevard).

thence S $62^{\circ}29'29''$ E a distance of 157.70 feet to a point;
thence S $62^{\circ}29'29''$ E a distance of 664.40 feet to a point;
thence S $62^{\circ}29'29''$ E a distance of 397.39 feet to a point;
thence S $26^{\circ}56'00''$ W a distance of 297.24 feet to a point;
thence N $63^{\circ}43'35''$ W a distance of 543.35 feet to a point;
thence N $63^{\circ}40'35''$ W a distance of 419.41 feet to a point;
thence S $36^{\circ}52'54''$ W a distance of 100.39 feet to a point;
thence S $36^{\circ}52'54''$ W a distance of 16.49 feet to a point;
thence N $82^{\circ}13'21''$ W a distance of 33.90 feet to a point;
thence N $03^{\circ}18'42''$ E a distance of 22.28 feet to a point;
thence N $70^{\circ}08'44''$ W a distance of 59.71 feet to a point;
thence N $10^{\circ}09'52''$ E a distance of 21.02 feet to a point;
thence N $30^{\circ}47'12''$ W a distance of 42.59 feet to a point;
thence N $49^{\circ}29'33''$ W a distance of 103.38 feet to a point;
thence N $27^{\circ}54'32''$ E a distance of 16.31 feet to a point;
thence N $27^{\circ}54'32''$ E a distance of 350.00 feet to the point of beginning.
Said tract having an area of 400,759 Square Feet or 9.20 Acres.

TMS # 226-00-04-020

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-04**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC. AS LESSEE, IN RELATION TO CERTAIN COUNTY-OWNED PROPERTY LOCATED ADJACENT TO THE OCONEE COUNTY MAGISTRATE’S OFFICE LOCATED AT 1600 E. MAIN STREET, WESTMINSTER, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to lease real property and to make and execute contracts;

WHEREAS, the County currently desires to execute and enter into a Real Property Lease Agreement (the “Lease”) with the Rosa Clark Medical Clinic Association, Inc. (“Lessee”), in relation to certain real property, including all improvements thereon, as shown on Exhibit A attached hereto (the “Premises”);

WHEREAS, Lessee desires to use the Premises for the provision of health care services, including free and subsidized services, and conducting activities related thereto;

WHEREAS, the Premises is suitable for the uses proposed by Lessee; and,

WHEREAS, the Oconee County Council (the “Council”) has reviewed the form of the Lease, attached hereto as Exhibit B, and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

NOW, THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit B attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

Passed and approved: _____, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: February 21, 2023

Second Reading: March 07, 2023

Public Hearing:

Third Reading:

EXHIBIT A

[See Attached]

EXHIBIT B

[See Attached]



February 8, 2023

Oconee County Council
415 S. Pine Street
Walhalla, SC 29691

VIA EMAIL ONLY THROUGH COUNTY ADMINISTRATOR AMANDA BROCK

Dear Councilmembers:

It is with appreciation for the work of the Rosa Clark Medical Clinic that I provide this letter of support for its request of a lease on the empty building owned by Oconee County located behind the Oconee County Magistrate's Office at 1600 E Main Street, Westminster, SC 29693. The Westminster City Council was briefed about this opportunity at its January 10, 2023 City Council Meeting in executive session. The City Council conveyed its ardor and harmoniousness for a Rosa Clark Clinic satellite at this site.

Rosa Clark Health Center is an Oconee County organization that has been providing health care to people with low income and people who are uninsured or underinsured since 1982. Rosa Clark provides primary care, mental health services, dental services, and pharmacy services - all on a sliding fee scale. Last year Rosa Clark served 3,865 patients, with 447 of those being residents of the Westminster area.

Last year, Rosa Clark received a grant for \$532,000 to increase its capacity and infrastructure. The Rosa Clark Board of Directors has unanimously agreed to use this federal grant to open a satellite office in Westminster, recognizing the tremendous gap in services and lack of access to health care in this part of Oconee County. With this empty county building, Rosa Clark could put this federal grant money into Westminster and provide life sustaining health care services and medications.

Please accept this encouragement to act forthwith, favorably and generously.

Sincerely,

Kevin Bronson
City Administrator

REAL PROPERTY LEASE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

as Lessor

and

THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.

as Lessee

DRAFT

REAL PROPERTY LEASE AGREEMENT

This Real Property Lease (“Lease”) is made and entered into by Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, as lessor (“Lessor”) and the Rosa Clark Medical Clinic Association, Inc. as lessee (“Lessee”), dated as of _____, 2023 (the “Lease Commencement Date”).

RECITALS:

WHEREAS, Lessor is the owner of that certain real property, including all improvements thereon, located at 1606 E. Main Street, Westminster, South Carolina, TMS: 530-22-04-001 as shown and designated on Exhibit A, attached hereto and incorporated herein (the “Premises”); and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises; and

WHEREAS, Lessee purposes to lease the Premises for the provision of health care services, including free and subsidized services, and conducting activities related thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 - DEMISE OF PREMISES

Section 1.1. Premises. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s rights to use the Premises as provided herein. Lessor hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

ARTICLE 2 - LEASE TERM

Section 2.1. Lease Term. The term of this Lease (the “Term”) shall commence on the Lease Commencement Date and continue through the day immediately preceding the twentieth (20th) anniversary of the Lease Commencement Date, unless earlier terminated as provided herein. Notwithstanding the foregoing, and provided that Lessee is not in material default of the Lease on the Twentieth (20th) anniversary of the Lease Commencement Date, the Term may be extended at Lessee’s option for five (5) additional years so that the Term will thereafter expire on the day immediately preceding the twenty-fifth (25th) anniversary of the Lease Commencement Date.

Section 2.2. Reversion. At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor’s designee, free and clear of all claims to or against them by Lessee or

any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions, and utility installations which may be made on the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

ARTICLE 3 - RENT, TAXES, AND UTILITIES

Section 3.1. Rent. In consideration for use of the Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease as rent for the full Term of the Lease.

Section 3.2. Taxes. Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Premises and the improvements and activities located thereon during the Term.

Section 3.3. Utilities. Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Premises.

Section 3.4. No Security Deposit. No security deposit is required hereunder.

Section 3.5. Costs. It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Premises.

ARTICLE 4 - USE OF PREMISES

Section 4.1. Permitted Uses. Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Premises as a medical facility, providing free and subsidized services, and conducting activities related thereto (collectively, the "Permitted Uses"). Lessee and its sublessees, successors, and assigns shall only use the Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

ARTICLE 5 – HAZARDOUS MATERIALS

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting

Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Premises.

ARTICLE 6 – IMPROVEMENTS

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claims for damages to or loss of any property belonging to Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

ARTICLE 7 – MAINTENANCE

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises. Lessee shall ensure that the interior and exterior of the Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction of the Premises not due to ordinary wear and tear.

Section 7.2. As Is Condition of the Premises. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically, and Lessee is accepting the Premises as is, with all faults.

ARTICLE 8 – LIENS

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

ARTICLE 9 – CONDEMNATION

Section 9.1. Condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof, and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Premises is taken, or conveyance made in lieu thereof, then rent shall be equitably apportioned according to the portion of Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Premises to operate as a Permitted Use. All compensation awarded or paid upon such a total or partial taking of Premises shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

ARTICLE 10 - ASSIGNMENT AND SUBLETTING

Section 10.1. Limitation on Assignment and Subletting. Lessee may not sell, assign, sublease, convey, or transfer all or any portion of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any assignment, sublease, conveyance, or transfer of Lessee's interest in this Lease shall be subject to compliance with the provisions of this Lease. In the event of an assignment, sale, or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer, or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease.

ARTICLE 11 – INSURANCE AND INDEMNITY

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and One Million and 00/100 (\$1,000,000.00) Dollars aggregate, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a mortgage on the Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Property Insurance. Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance insuring the Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Premises or in connection with any improvements/infrastructure on or activities conducted on the Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal

property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in Section 11.2, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

Section 11.6. Insurance Requirements for Sublessees. Lessee shall require its sublessees to carry customary insurance required of lessees in similar properties and activities. Lessee shall require its sublessees to include Lessor and Lessee as additional insureds on their commercial general liability policies (or equivalent policies). Lessee shall obtain a waiver of subrogation endorsement in all policies in favor of Lessor and Lessee.

ARTICLE 12 - DAMAGE AND DESTRUCTION

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor agrees to rebuild the Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

ARTICLE 13 - DEFAULTS AND REMEDIES

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform any of its material covenants, conditions, or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of

adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.
- (b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.
- (c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained

herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws), including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

ARTICLE 14 - SURRENDER AND REMOVAL

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 14.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title and interest of Lessee in and to the Premises and all improvements/infrastructure thereon.

ARTICLE 15 – GENERAL PROVISIONS

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict

performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:		with a copy to (does not constitute notice):
	Oconee County	Oconee County
	415 South Pine Street	415 South Pine Street
	Walhalla, SC 29691	Walhalla, SC 29691
	Attn: County Administrator	Attn: County Attorney
LESSEE:	Rosa Clark Medical Clinic	with a copy to (does not constitute notice):
	301 Memorial Drive	
	Seneca, SC 29672	
	Attn: Chief Executive Officer	

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.7. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 15.8. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.9. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.10. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.11. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge, and deliver to the other party any and all

further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.12. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.13. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.14. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.15. Memorandum of Lease. Lessor and Lessee shall execute and acknowledge a memorandum of this Lease for the purpose of recordation. The memorandum of this Lease shall be in the form attached hereto as Exhibit B and incorporated herein by reference.

Section 15.16. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute, or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed and delivered as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

LESSEE:

**ROSA CLARK MEDICAL CLINIC
ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A

PREMISES (SEE ATTACHED)

DRAFT

EXHIBIT B

MEMORANDUM OF LEASE (SEE ATTACHED)

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the ____ day of _____ 2023, between **OCONEE COUNTY, SOUTH CAROLINA**, hereinafter referred to as “Lessor” and **THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.**, hereinafter referred to as “Lessee.”

1. Lessor and Lessee entered into a certain Lease Agreement, dated _____ (the “Lease Commencement Date”).
2. The property demised under the Lease consists of certain real property, including all improvements thereon, located at 1606 E. Main Street, Westminster, South Carolina, TMS: 530-22-04-001 as shown and designated on Exhibit A, attached hereto and incorporated herein (the “Premises”).
3. The term of the Lease (the “Term”) shall commence on the Lease Commencement Date. The last day of the Term shall be the day immediately preceding the twentieth (20th) anniversary of the Lease Commencement Date.
4. The Lease is on file at the offices of the County Administrator for the County of Oconee, South Carolina at 415 S. Pine Street Walhalla, South Carolina 29691.
5. All of the terms, conditions, provisions and covenants of the Lease are incorporated herein by reference as though set forth at length, and the Lease and this Memorandum of Lease shall be deemed to constitute a single document.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be executed and delivered effective as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

LESSEE:

THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

LEASE PREMISES

DRAFT

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2023-06**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY, CONSISTING OF APPROXIMATELY .15 ACRES AND BEING A PORTION OF TAX MAP # 520-36-10-017 (“PARCEL 1”), AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY PINE RIDGE MHC SC, LLC, CONSISTING OF APPROXIMATELY .25 ACRES AND BEING A PORTION OF TAX MAP # 240-00-04-023 (“PARCEL 2”) IN EXCHANGE FOR THE CONVEYANCE OF PARCEL 1; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to acquire and convey real property;

WHEREAS, the County desires to convey certain real property, consisting of approximately .15 acres and being a portion of tax map # 520-36-10-017 (“Parcel 1”), to Pine Ridge MHC SC, LLC;

WHEREAS, the County desires to receive certain real property owned by Pine Ridge MHC SC, LLC, consisting of approximately .25 acres and being a portion of tax map # 240-00-04-023 (“Parcel 2”) in exchange for the conveyance of Parcel 1;

WHEREAS, Parcel 1 and Parcel 2 are of comparable value, and descriptions of the parcels are shown on Exhibits A, B, and C, attached hereto;

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County hereby agrees to convey Parcel 1 to Pine Ridge MHC SC, LLC in exchange for Parcel 2.
2. The Oconee County Administrator is hereby authorized and directed to take all actions necessary to convey Parcel 1 to Pine Ridge MHC SC, LLC in exchange for Parcel 2 and to take all other actions necessary to carry out the intent of this Ordinance.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

4. All ordinances, orders, resolutions, and enactments of the Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This Ordinance shall take effect and be in full force after three readings, a public hearing, and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: March 7, 2023
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

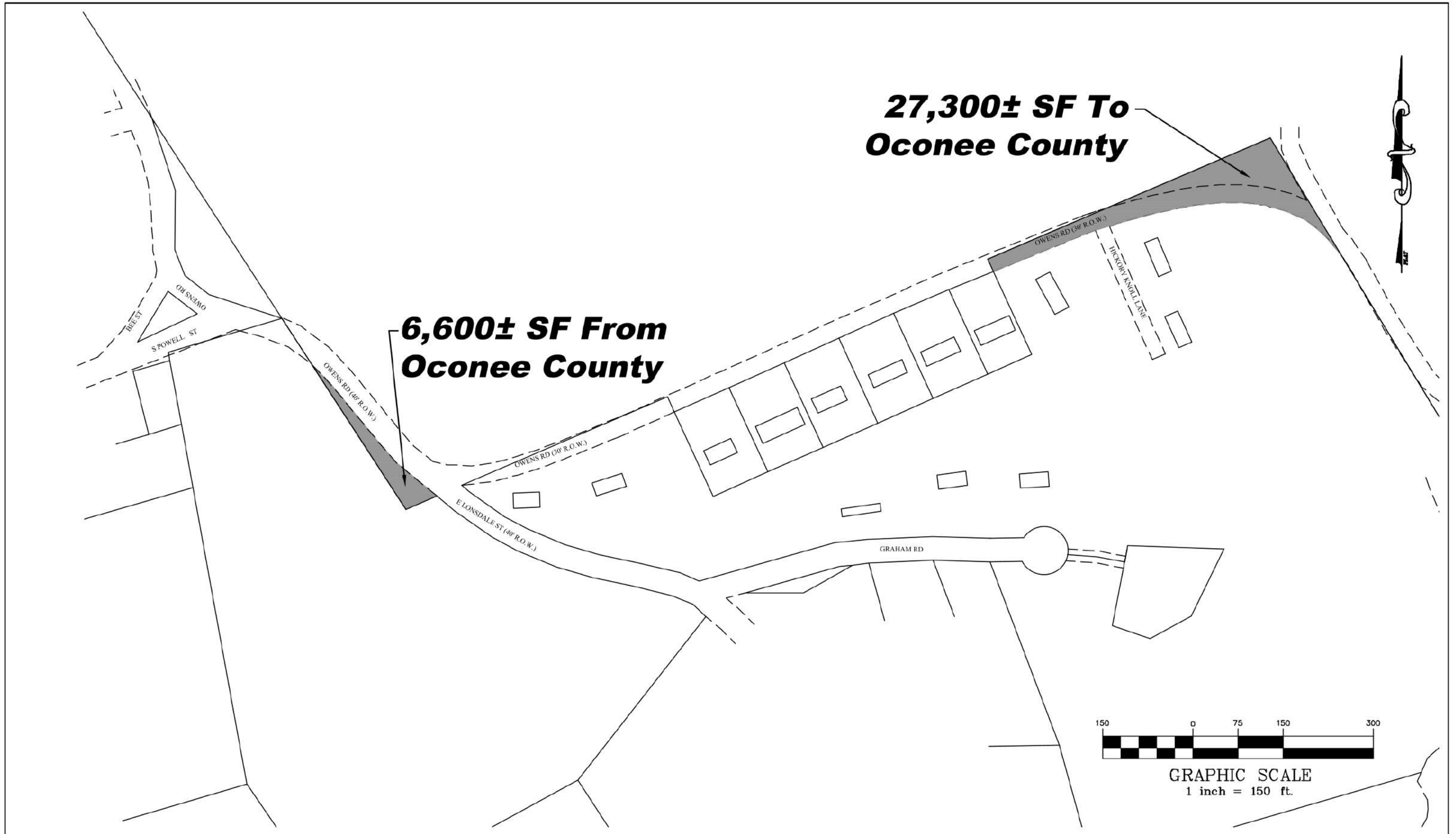
[*See attached.*]

EXHIBIT B

[*See attached.*]

EXHIBIT C

[*See attached.*]

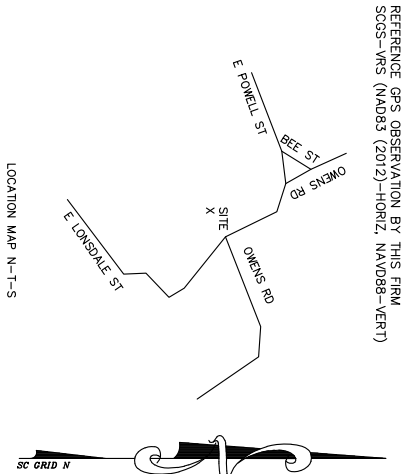
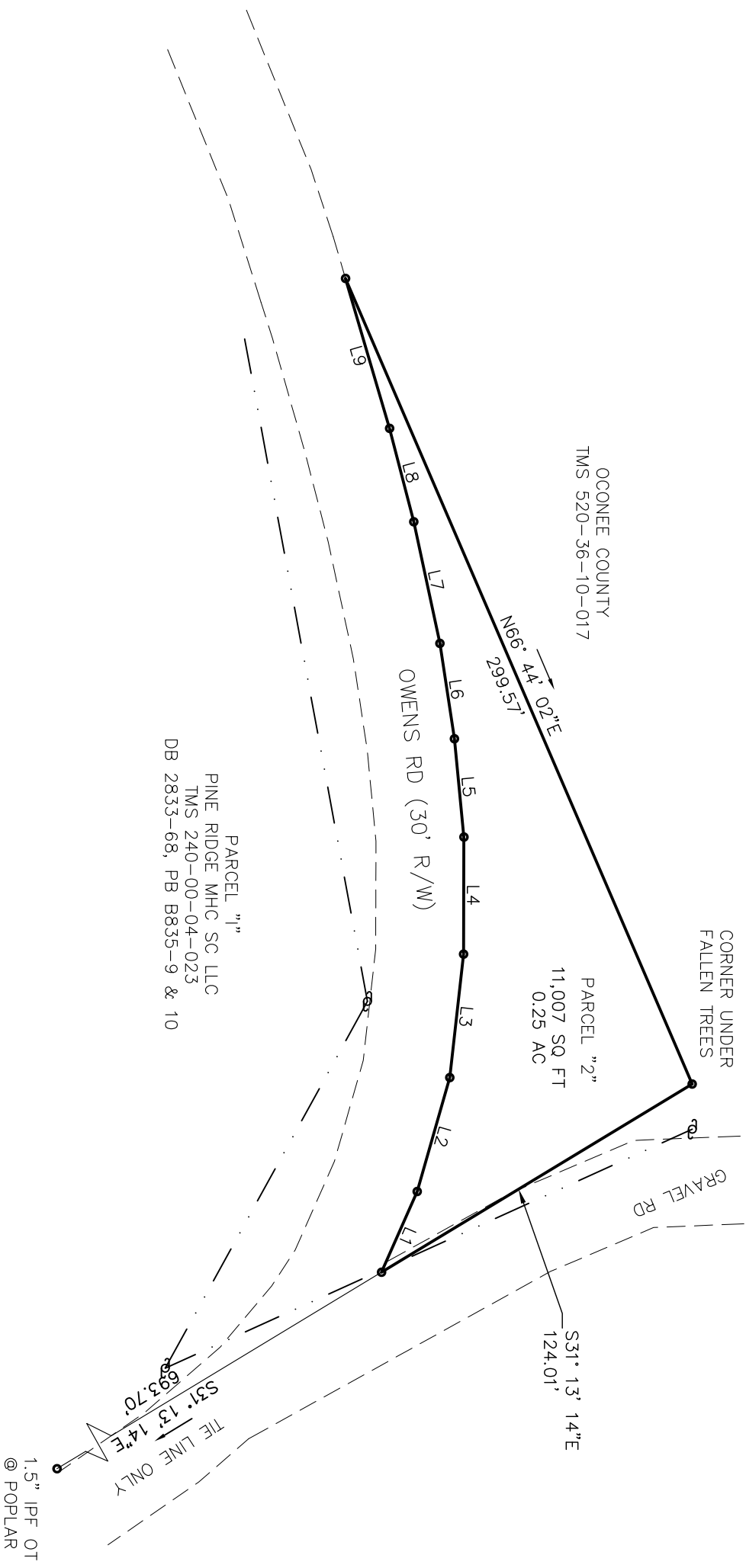


---	BOUNDARY LINE
---	BUILDING
---	BACK OF CURB
---	CENTER LINE
---	CONCRETE
---	DASH
---	ELECTRIC
---	EDGE OF PAVEMENT
---	FENCE
X	GRAVEL
---	R-O-W
---	SETBACK
---	SEWER
---	STREAM
---	TS
---	UTILITY

LEGEND:

WM	WATER VALVE, METER
X	FENCE
UP	POWER POLE
MH	SANITARY SEWER MANHOLE
RBS	REBAR SET (1/2")
RBF/PPF	REBAR/IRON PIN FOUND
OE	OVERHEAD ELECTRIC LINE
LP	LIGHT POLE

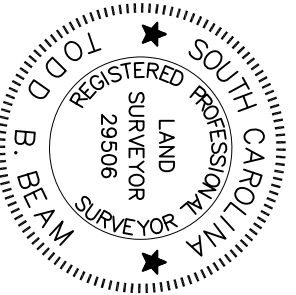
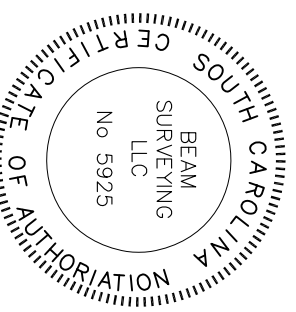
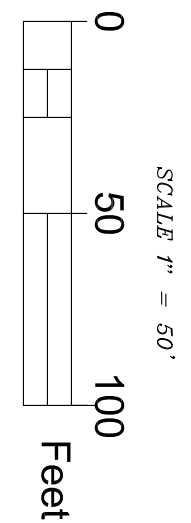
TREES - EVERGREEN TREES - HARDWOOD



REFERENCE GPS OBSERVATION BY THIS FIRM
SCGS-VRS (NAD83 (2011)-HORIZ, NAVD83-VERT)

PLAT NOTE:
 PARCEL "2" IS A PORTION OF
 TMS 240-00-04-023
 IT CAN NOT BE A STAND ALONE PARCEL
 AND WILL BE COMBINED WITH
 TMS 520-36-10-017

I hereby certify that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the South Carolina Code of Laws and that I am a duly Licensed Professional Land Surveyor in the State of South Carolina and I am duly qualified to practice the said profession for a Class "A" survey as specified therein. This house is not located in a current designated flood hazard area. This property is subject to any easements & restrictions on record.



SUBDIVISION SURVEY ONLY
 PARCEL "2"
 plat for

OCONEE COUNTY	
OCONEE COUNTY	SOUTH CAROLINA
SENECA TOWNSHIP	FEBRUARY 1, 2023
SCALE 1" = 50'	JOB 17-WARREN P2

BEAM SURVEYING LLC
 Registered Land Surveyors
 PO BOX 981 29633
 Clemson, SC 29633
 Phone 864-490-4610
 SURVEYING - GPS CONTROL - PLANNING

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve entering into a five-year agreement with Axon Enterprises, Inc., of Scottsdale, AZ, for Axon Interview and associated equipment for a total amount of \$99,772.85.
2. Authorize the County Administrator to execute the Payment Schedule Agreement in substantially the same form as attached hereto (or with such material changes as benefit the County, upon advice of the County Attorney), along with such other documents necessary to make this purchase.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda C. Popham, Procurement Director Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-456312-44972.896RM

Issued: 02/15/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 09/01/2023

Account Number: 108550

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
300 S Church St 300 S Church St Walhalla, SC 29691-2126 USA	Oconee County Sheriff's Office - SC 415 S Pine St Walhalla, SC 29691-2145 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Jeff Underwood Phone: (864) 710-8222 Email: junderwood@oconeelaw.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$97,917.60
ESTIMATED TOTAL W/ TAX	\$99,772.85

Discount Summary

Average Savings Per Year	(\$2,077.92)
TOTAL SAVINGS	(\$10,389.60)

Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$13,813.23	\$828.80	\$14,642.03
Aug 2023	\$16,820.86	\$205.29	\$17,026.15
Aug 2024	\$16,820.88	\$205.29	\$17,026.17
Aug 2025	\$16,820.88	\$205.29	\$17,026.17
Aug 2026	\$16,820.88	\$205.29	\$17,026.17
Aug 2027	\$16,820.87	\$205.29	\$17,026.16
Total	\$97,917.60	\$1,855.25	\$99,772.85

Quote Unbundled Price:	\$87,528.00
Quote List Price:	\$97,917.60
Quote Subtotal:	\$97,917.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CA	Interview Room 1 Camera Standard	4	60	\$364.70	\$407.99	\$407.99	\$97,917.60	\$1,855.25	\$99,772.85
Total							\$97,917.60	\$1,855.25	\$99,772.85

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 1 Camera Standard	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	08/01/2023
Interview Room 1 Camera Standard	50220	INTERVIEW - SWITCH - 8 PORT POE	1	08/01/2023
Interview Room 1 Camera Standard	50294	INTERVIEW - SERVER - LITE	2	08/01/2023
Interview Room 1 Camera Standard	50298	INTERVIEW - CAMERA - OVERT DOME	4	08/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	09/01/2023	08/31/2028
Interview Room 1 Camera Standard	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P)	4	09/01/2023	08/31/2028
Interview Room 1 Camera Standard	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	09/01/2023	08/31/2028
Interview Room 1 Camera Standard	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER)	2	09/01/2023	08/31/2028
Interview Room 1 Camera Standard	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	09/01/2023	08/31/2028
Interview Room 1 Camera Standard	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	09/01/2023	08/31/2028

Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Standard	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50448	EXT WARRANTY, INTERVIEW ROOM	4	08/01/2024	08/31/2028

Payment Details

Mar 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Hardware	IR1CA	Interview Room 1 Camera Standard	4	\$13,813.23	\$828.80	\$14,642.03
Total				\$13,813.23	\$828.80	\$14,642.03

Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Software/Warranties	IR1CA	Interview Room 1 Camera Standard	4	\$16,820.86	\$205.29	\$17,026.15
Total				\$16,820.86	\$205.29	\$17,026.15

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Software/Warranties	IR1CA	Interview Room 1 Camera Standard	4	\$16,820.88	\$205.29	\$17,026.17
Total				\$16,820.88	\$205.29	\$17,026.17

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - Software/Warranties	IR1CA	Interview Room 1 Camera Standard	4	\$16,820.88	\$205.29	\$17,026.17
Total				\$16,820.88	\$205.29	\$17,026.17

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - Software/Warranties	IR1CA	Interview Room 1 Camera Standard	4	\$16,820.88	\$205.29	\$17,026.17
Total				\$16,820.88	\$205.29	\$17,026.17

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Software/Warranties	IR1CA	Interview Room 1 Camera Standard	4	\$16,820.87	\$205.29	\$17,026.16
Total				\$16,820.87	\$205.29	\$17,026.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/15/2023





**STATEMENT OF WORK FOR THE
IMPLEMENTATION OF AXON INTERVIEW ROOM
FOR OCONEE COUNTY SHERIFF'S OFFICE - SC
("SOW")**

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street



1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Oconee County Sheriff's Office - SC who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 HQ

- ▶ Axon will supply 2 Servers.
 - If agency grants access, Axon will unbox and rack servers.
 - Agency will ensure servers are powered on with Windows installed prior to Install date.
 - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
 - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- ▶ Axon will supply 1 network switches.
- ▶ Axon Professional Services will provide network cabling.
- ▶ Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
 - Removing all evidence from room.
 - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- ▶ **Interview 1**
 - Axis P3245-LV Overt Dome Camera in N/A



▶ **Interview 2**

- Axis P3245-LV Overt Dome Camera in N/A

▶ **Interview 3**

- Axis P3245-LV Overt Dome Camera in N/A

▶ **Polygraph**

- Axis P3245-LV Overt Dome Camera in N/A



2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - Hardware Wiring
 - Hardware Mounting
 - Hardware Functionality
 - Firmware Updates
 - Software Install and Configuration
 - Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

September 16, 2020

To: United States state, local and municipal law enforcement agencies

Re: Sole Manufacturer Letter for Axon Enterprise, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

Axon Enterprise, Inc. (Axon), is the sole manufacturer for TASER brand conducted electrical weapons (CEWs) and Axon brand products. Axon is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia. Axon is also the sole developer and offeror of the Evidence.com data management services.¹



TASER CEW Descriptions

TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ CEW

- Multiple-shot CEW for agencies that deploy CEWs mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock

¹ Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters

- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
5. TASER Smart Cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
 - Inert Smart Cartridge Model: 22153
6. Power Modules for TASER 7 CEWs:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
7. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
8. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012

- Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
9. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
10. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
11. TASER Simulation Suit II Model 44550

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode

- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on [Evidence.com](https://evidence.com)
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Fleet Camera

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail

- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
9. Axon Fleet Camera Model: 74001
10. Axon Signal Unit Model: 70112
11. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2 Model: 11536
 - Axon Dock – 6-Bay and Core for Axon Flex 2 Model: 11537
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P conducted energy weapon (CEW), Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 conducted electrical weapon (CEW), Axon camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Records Core.
3. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.
4. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
5. **TASER Assurance Plan (TAP):** Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)
6. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
7. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to received annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
8. **TASER 60 Unlimited:** Pays for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc., iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Capture, Axon Evidence, Fleet, Axon Flex, Axon Interview, Axon Records, Axon View, X2, X26, TASER 7, TASER, and Ⓜ are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2020 Axon Enterprise, Inc.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 7, 2023

ITEM TITLE:

Title: Change Order # 1 PO #55160 Smith Gardner, Inc. **Department(s):** Solid Waste **Amount: Original Purchase Order:** \$ 87,070.00
Change Order 1: \$ 30,000.00
Total: \$ 117,070.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process. Finance Approval: _____
Budget: \$ 117,070.00 Project Cost: \$ 117,070.00 Balance: \$ 0.00

BACKGROUND DESCRIPTION:

At the October 18, 2022 Council meeting, Council approved \$87,070.00 to Smith Gardner, Inc. for Engineering, Permitting, Monitoring and Drilling of additional ground water and stream water monitoring wells at the Seneca Landfill. The project was required by South Carolina Department of Health and Environmental Control (DHEC) to further evaluate and delineate the groundwater contaminant plume that exists beneath and to the east of the closed Class 3 municipal solid waste (MSW) landfill.

Smith Gardner, Inc. subcontracted the well installation to Betts Environmental and drilling started on December 5, 2022, however, due to inclement weather, traversing the work area with the drill rig and support vehicles became almost impossible. Advancement of drilling activities was also significantly slowed due to encountering rock formations as the boreholes were advanced. Work continued until December 19, 2022, when the decision was made to suspend drilling activities until January 2023 to allow for potential breaks in the inclement weather and for site conditions to improve. Well installation activities were reinitiated on January 16, 2023, with well installations completed by January 24, 2023.

Due to inclement weather and encountering rock during the drilling process this caused additional days to complete the project. Staff is requesting Council approval of Change Order #1, PO #55160 in the amount \$30,000.00 to cover the additional cost.

ATTACHMENT(S):

1. Smith Gardner proposal / change order request dated February 21, 2023

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve Change Order #1, PO 55160 to Smith Gardner, Inc. in the amount of \$30,000.00, for a total purchase order amount of \$ 117,070.00.
2. Authorize the County Administrator to execute documents for this change order.

Submitted or Prepared By: _____ **Approved for Submittal to Council:** _____
Tronda C. Popham, Procurement Director **Amanda F. Brock, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

February 21, 2023

Mr. Swain Still
Solid Waste Director
Oconee County
P.O. Box 1766
Seneca, South Carolina 29679

RE: Change Order No. 1
Installation of Additional Groundwater Monitoring Wells
Seneca Landfills
Oconee County, South Carolina

Dear Mr. Still:

Smith Gardner, Inc. (S+G) has prepared this Change Order No. 1 (see attached) to request additional funding to support the groundwater assessment project for the Oconee County-Seneca landfill facility. Implementation of the groundwater assessment project was required by the South Carolina Department of Health and Environmental Control (DHEC) to further evaluate and delineate the groundwater contaminant plume that exists beneath and to the east of the closed Class 3 municipal solid waste (MSW) landfill. The assessment is primarily focused on the area to the east of the landfill, across Speeds Creek.

Provided below are details and supportive information for the requested change order.

Change Order No. 1 Request

The well installation task was subcontracted by S+G to Betts Environmental (Betts) and drilling was initiated on December 5, 2022; however, due to inclement weather, traversing the work area with the drill rig and support vehicles became almost impossible. Advancement of drilling activities was also significantly slowed due to the challenging (very hard) rock formation encountered as the boreholes for the deeper bedrock monitoring wells were advanced. Work continued until December 19, 2022, when the decision was made to suspend drilling activities until January 2023 to allow for potential breaks in the inclement weather and for site conditions to improve. Well installation activities were reinitiated on January 16, 2023, with well installations completed by January 24, 2023.

The original budget approved by Oconee County with Purchase Order #55160 was \$87,070.00, with the majority of this budget dedicated to the monitoring well installation task at a cost of \$75,070.00. The drilling proposal from our subcontractor (Betts) budgeted six (6) days for installation of the monitoring wells. Due to the challenging drilling conditions and inclement weather, completion of this task took much longer to complete. Betts original invoice to S+G following completion of the drilling activities included 13 total days for the well installations, which is seven (7) days longer than included in the budget. The daily drilling rate for the drill rig from Betts is \$5,610 (with S+G's markup), so the seven (7) additional days for completion

equates to \$39,270.00; however, S+G negotiated with Betts to reduce the additional days for drilling to five (5) days which equates to a budget overage of \$28,050.00.

In order to account for the additional days required for completion of the well-installation task, additional funding of \$30,000.00 is needed to cover the drilling subcontractor costs (\$28,050.00) and the oversight costs (\$1,950.00) by S+G personnel. Therefore, it is requested that the PO be modified as follows (also see the attached change order request):

Item Description	Original Budget	Additional Budget	Revised Budget
Work Plan Preparation	\$5,000.00	---	\$5,000.00
SC DHEC Approval	\$1,000.00	---	\$1,000.00
Monitoring & Well Installation	\$75,070.00	\$30,000.00	\$105,070.00
Report Preparation	\$6,000.00	---	\$6,000.00
		Revised Budget	\$117,070.00

We appreciate the opportunity to work with Oconee County on this project. If you have any questions, or require further information, please contact Kevin Anderson at (919) 828-0577.

Sincerely,
SMITHGARDNER, INC.



Bobby Wolf, P.G.
Senior Geologist, ext. 303
bobby@smithgardnerinc.com



C. Kevin Anderson, P.G.
Senior Geologist, ext. 223
kevin@smithgardnerinc.com

Project:	Oconee County Solid Waste Installation of Additional Groundwater Monitoring Wells
Owner:	Oconee County Solid Waste
Contractor:	Smith Gardner, Inc. ATTN: Kevin Anderson, P.G.

Contract No. (If Applicable):	PO#55160
Date of Contract:	October 19, 2022
Original Contract Price:	\$87,070.00
Original Contract Period:	

It is agreed to modify the Contract referred to above as follows. Note that the changes included in this Change Order are to be accomplished in accordance with the terms, stipulations, and conditions of the original Contract (as amended) as though included herein.

Item No.	Description	Contract Price		Contract Time (Days)	
		Increase	Decrease	Increase	Decrease
Task 3	Monitoring Well Installationm	\$30,000.00			
Subtotal:		\$30,000.00	\$0.00	0	0
Net Difference:		\$30,000.00		0	

Contract Price Prior to this Change Order:	Contract Time Prior to this Change Order (Days):
\$87,070.00	

Net Increase (Decrease) of this Change Order:	Net Increase (Decrease) of this Change Order (Days):
\$30,000.00	0

Revised Contract Price with all Approved Change Orders:	Revised Contract Time with all Approved Change Orders (Days):
\$117,070.00	0

Accepted for Contractor By:		Recommended for Approval By (S+G):	
By:	Kevin Anderson, P.G.	By:	
Title:	Vice President	Title:	
Date:		Date:	

Approved for Owner By:		Approved By (Other - When Required):	
By:		By:	
Title:		Title:	
Date:		Date:	

Distribution:

Owner
 Contractor
 Field
 File
 Other

SMITH+GARDNER

Change Order - Line Item Breakdown:

Item No.	Description (Units)	Unit Cost		Total Cost	
		Quantity	Unit Cost	Increase	Decrease
A. Unit Price Item Quantity Adjustments:					
Task 3	Drilling costs for additional days	5	\$5,610.00	\$28,050.00	
Task 3	S+G Oversight Costs for additional days	1	\$1,950.00	\$1,950.00	
Subtotal:				\$30,000.00	\$0.00
Net Difference:				\$30,000.00	
B. Additional Items:					
Subtotal:				\$0.00	\$0.00
Net Difference:				\$0.00	

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 7, 2023

ITEM TITLE:

Procurement #: RFP 22-07 Title: Hauling and Disposing of Solid Waste Department: Solid Waste Amount: Not to Exceed Approved 2023-2024 Budget Amount

FINANCIAL IMPACT:

Funding will be requested in the 2023-2024 Fiscal budget process.

BACKGROUND DESCRIPTION:

In August of 1998, the Seneca MSW Class 3 landfill closed and the Oconee County Transfer Station was opened. In 1998, RFP 97-35 was awarded to Waste Management for a 5-year contract with the option to renew for four (4) additional five (5) year terms. The contract started with a tipping and hauling fee of \$25 per ton and allowed for a CPI increase each year, if requested by Waste Management, and could not exceed 5 percent per year. The last five (5) year term started on July 1, 2018 and ends June 30, 2023. The current tipping and hauling fee for FY23 is \$37.03 per ton.

RFP 22-07, Hauling and Disposing of Solid Waste was issued on November 16, 2022. Two (2) Proposals and One (1) No Bid was received on January 10, 2023. An Evaluation Committee consisting of County Staff reviewed / scored all responses and unanimously recommended Waste Management / R&B Landfill of Homer GA for the award. The tipping fee for this contract is \$48.78 per ton. The contract allows for a CPI increase each year, if requested by the company. This increase is based on the Consumer Price Index and shall not exceed 5% in any one year.

The current contract for Hauling and Disposing of Solid Waste expires June 30, 2023. The contract for RFP 20-07 will begin July 1, 2023 and end June 30, 2033. The County has the option to renew for up to two (2) additional ten (10) year terms, providing the services are satisfactory. This assures the County that the landfill would accommodate ALL the County's MSW waste for the next 30 years.

Based upon the historical tonnage increases, the estimated amount of this contract for FY 2023-2024 is a minimum of 2.5 million, which will be included in the FY 2023-2024 and future years' budgets for the Solid Waste department.

ATTACHMENT(S):

1. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve RFP 22-07, Hauling and disposing of Solid Waste, to Waste Management / R&B Landfill, of Homer, GA, in an amount not to exceed the approved 2023-2024 budget amount for the expenditure.
2. Authorize the County Administrator to execute the contract documents and to renew this contract for up to two (2) additional ten (10) year terms, as long as the amount does not exceed the amount(s) budgeted for Hauling and Disposing of Solid Waste and the services provided are satisfactory.

Submitted or Prepared By: Tronda C Popham, Procurement Director Approved for Submittal to Council: Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

SUMMARY SHEET

Hauling and Disposing of Solid Waste- RFP 22-07

Proposals Submitted Committee Scoring / Ranking

Proposer	Republic Services	Waste Connections of South Carolina (Anderson Regional)	Waste Management / R&B Landfill, Inc.		
Location	Greenville, SC	Duncan, SC	Homer, GA		
TOTAL	NO BID	1823.33	2220		
Average Score		364.67	444		
RANKING		2	1		

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 7, 2023
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration and approval of the Oconee County Site Acquisition Grant Application for the SC American Revolution Site Grants: Planning, Acquisition, Development, Renovation Program.

Contingent on grant award

Department: Administration

Project Total: \$225,000.00

Oconee County Portion: \$45,000.00

BACKGROUND DESCRIPTION:

- The application is for site acquisition of a certain historically significant property in Fair Play, South Carolina.
- The purpose of the site acquisition would be for the establishment of a public historic site and for the protection / preservation of historically significant, irreplaceable artifacts and petroglyphs at the location.
- The property is approximately 40 acres and has evidence of Cherokee and American Revolutionary War influence on site.
- The estimated cost is \$225,000.00, 80% of which would be paid for through the grant opportunity, if awarded. The County match would be 20% or \$45,000.00.
- The site is located in close proximity to the interstate, various state parks, residential communities and the Georgia / South Carolina border.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

The purpose of this grant application is for the acquisition of a certain historically significant property, located off Highway 11 in Fair Play for the purpose of establishing a public historic site and preserving artifacts and petroglyphs on the property. The site acquisition is contingent on the award of the grant.

FINANCIAL IMPACT [Brief Statement]:

The balance of funding needed for the site acquisition grant would come from the Capital Projects Fund and would not exceed \$45,000.00. The allocation of funds is contingent on the award from the SC American Revolution Site Grants: Planning, Acquisition, Development, Renovation Program.

Approved by: _____ Finance

Are Matching Funds Available: Yes / No

Approved by: _____ Grants

ATTACHMENTS:

Site details and additional information related to the historical significance of the property.

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council support the site acquisition grant application for the purpose of acquiring the historically significant site, and approve the commitment for matching funds, if awarded.

Submitted or Prepared by:

Approved for Submittal to Council:

Brittney Martin, Grants Administrator

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Public Hearing: March 7, ORDINANCE 2022-32

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 02/16/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

Subscribed and sworn to before me this
02/16/2023



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

6th Street, Seneca, SC 29678

**NOTICE OF FILING
COMPLAINT**

**TO THE DEFENDANTS ABOVE
NAMED:
YOU WILL PLEASE TAKE NO-
TICE** that the original Complaint, Cover Sheet for Civil Actions and Certificate of Exemption from ADR in the above entitled action was filed in the Office of the Clerk of Court for Oconee County on February 28, 2022.

**ORDER APPOINTING
GUARDIAN AD LITEM AND
APPOINTMENT OF ATTORNEY**

It appearing to the satisfaction of the Court, upon reading the filed Petition for Appointment of Kelley Woody, Esquire as Guardian ad Litem for unknown minors, and persons who may be under a disability, and it appearing that Kelley Woody, Esquire has consented to said appointment.

FURTHER upon reading the filed Petition for Appointment of Kelley Woody, Esquire as Attorney for any unknown Defendants who may be in the Military Service of the United States of America, and may be, as such, entitled to the benefits of the Servicemember's Civil Relief Act, and any amendments thereto, and it appearing that Kelley Woody, Esquire has consented to act for and represent said Defendants, it is ORDERED that Kelley Woody, P.O. Box 6432, Columbia, SC 29260 phone (803) 787-9678, be and hereby is appointed Guardian ad Litem on behalf of all unknown minors and all unknown persons who may be under a disability, all of whom may have or claim to have some interest or claim to the real property commonly known as 206 E South 6th Street, Seneca, SC 29678; that he is empowered and directed to appear on behalf of and represent said Defendants, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of Guardian or Guardians ad Litem for said Defendants.

AND IT IS FURTHER ORDERED that Kelley Woody, P.O. Box 6432, Columbia, SC 29260 phone (803) 787-9678, be and hereby is ap-

project may be obtained by contacting the Department's Project Manager Michael Pitts at telephone number (803) 737-2566 in Columbia, South Carolina.

There will be a public hearing on Tuesday, March 7, 2023 at 6 pm in Oconee County Council Chambers located at 415 S. Pine St. Walhalla, SC for the following:

ORDINANCE 2022-32 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA ("COUNTY") AND [PROJECT GREENPAW], WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO REIMBURSE [PROJECT GREENPAW] FOR CERTAIN INFRASTRUCTURE COSTS INCURRED; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE BOUNDARIES OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK OR THE CREATION OF A NEW MULTICOUNTY INDUSTRIAL OR BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

The Oconee County Transportation Committee meeting scheduled for Tuesday, February 21, 2023 at 4:30 pm has been CANCELLED.

v. Any heirs-at-law or devisees of Dolores E. Viserta, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; all unknown persons or entities with any right, title, estate, interest in or lien upon the real estate described in the complaint herein; also any persons who may be in the military service of the United States of America, being a class designated as Richard Roe; and any unknown minors, incompetent or imprisoned person, or persons under a disability being a class designated as John Doe; Tammy Viserta; Karlene Masters; Michael Viserta, Jr.; The United States of America, acting by and through its agency, The Secretary of Housing and Urban Development, Defendant(s).

**AMENDED SUMMONS
AND NOTICES
(Non-Jury)**

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

**TO THE DEFENDANT(S)
ABOVE NAMED:**

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUM-

**Do you want to
sell or buy?**



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Council Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/06/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/06/2023



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

LEGAL S

The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

• July & August meetings, which will be only on the third Tuesday of each of these months;

• December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

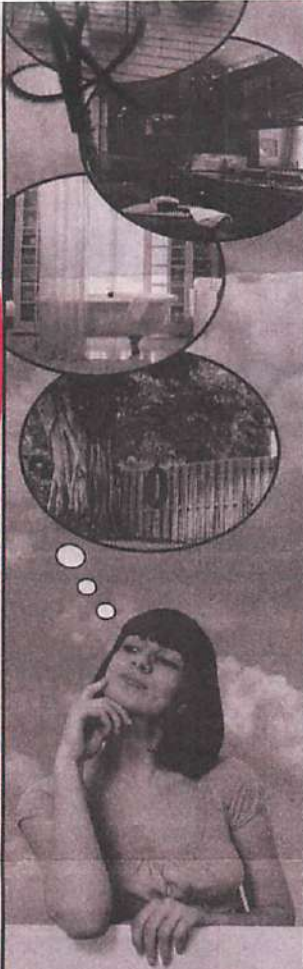
Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 24, 2023 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following



Find the home that's right for YOU!

THE JOURNAL

U-STOR-IT

Mini Warehouse

Inside • Outside • No Cameras
Fenced • Not Gated • Lighted

Old Clemson Hwy.

654-1000

HELP WANTED

ACCOUNTING MANAGER

Needed to Manage Accounting, Business Services & Administrative Duties

THE MASTER WOOD SHOP

CUSTOM MADE FURNITURE, CABINETS & REPAIR WORK

50 YRS. EXPERIENCE

864-965-81

HOME IMPROVEMENT

A Touch of Fire

Gas Logs & Fireplace Sets



Fireplace Construct

Gas Lines & Logs Installation

Wood Stoves & Gas Appliances Inst

VETERAN'S DISCOUNT

"We Will Beat Any Competitors Price"

Insured & Certified

Call or Email Andre

864-888-732

Elwood8323@AOL.com

Got Some Spring Repair Projects?

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
Chairman
District I

District II

Don Mize
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

- July & August meetings, which will be **only** on the third Tuesday of each of these months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 24, 2023 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, September 19, 2023.

The Transportation Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, September 19, 2023.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 24 [Strategic Planning Retreat] & March 24 [Budget Workshop] and 4:30 p.m. on the following dates: March 7, April 18, & May 2, 2023.

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)



Public Comment SIGN IN SHEET

March 7, 2023

6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1 ✓	KEN CHARLES	FEE in LIEU
2 ✓	Pastor Carleatha Benson	- Roads + Pick-up.
3	Candy Bianco	Sewer South 2
4 ✓	Gwen McPhail	Agriculture
5 ✓	Sandra Land	Voter Registration + Elections
6 ✓	Lyn Morrey	SEWER South
7 ✓	John Morrey	" "
8 ✓	Luke Morrey	Agriculture
9	Lillian Lusk	Agriculture
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

March 7, 2023 ~ 6:00 p.m.

ORDINANCE 2022-32 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA ("COUNTY"), WATERVIEW INVESTMENT I, LLC, AND RAVENEL DEVELOPMENT, LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT GREENPAW), WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO REIMBURSE WATERVIEW INVESTMENT I, LLC, AND RAVENEL DEVELOPMENT, LLC FOR CERTAIN INFRASTRUCTURE COSTS INCURRED; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE BOUNDARIES OF A MULTICOUNTY INDUSTRIAL OR BUSINESS PARK OR THE CREATION OF A NEW MULTICOUNTY INDUSTRIAL OR BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

Name	Ordinance 2022-32
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	